

# **EXHIBIT 1**

FILED  
5/7/2021 11:59 AM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2021ch02185

13244403

2120 - Served	2121 - Served	2620 - Sec. of State
2220 - Not Served	2221 - Not Served	2621 - Alias Sec of State
2320 - Served By Mail	2321 - Served By Mail	
2420 - Served By Publication	2421 - Served By Publication	
Summons - Alias Summons		(12/01/20) CCG 0001 A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Name all Parties

PATRICIA MONTGOMERY,  
individually and on behalf of all others similarly

Plaintiff(s)

v.

EVEREST RECEIVABLE SERVICES, INC.  
and DNF ASSOCIATES LLC,

Defendant(s)

Everest Receivable Services, Inc.,  
c/o Cogency Global, Inc., 600 South Second St.  
Suite 404, Springfield, IL 62704

Address of Defendant(s)

Case No. 2021-CH-02185

Please serve as follows (check one): ☐ Certified Mail ☐ Sheriff Service ☒ Alias

SUMMONS

To each Defendant:

You have been named a defendant in the complaint in this case, a copy of which is hereto attached. You are summoned and required to file your appearance, in the office of the clerk of this court, within 30 days after service of this summons, not counting the day of service. If you fail to do so, a judgment by default may be entered against you for the relief asked in the complaint.

**THERE WILL BE A FEE TO FILE YOUR APPEARANCE.**

To file your written appearance/answer **YOU DO NOT NEED TO COME TO THE COURTHOUSE.** You will need: a computer with internet access; an email address; a completed Appearance form that can be found at <http://www.illinoiscourts.gov/Forms/approved/procedures/appearance.asp>; and a credit card to pay any required fees.

Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois  
[cookcountyclerkofcourt.org](http://cookcountyclerkofcourt.org)

## Summons - Alias Summons

(12/01/20) CCG 0001 B

E-filing is now mandatory with limited exemptions. To e-file, you must first create an account with an e-filing service provider. Visit <http://efile.illinoiscourts.gov/service-providers.htm> to learn more and to select a service provider.

If you need additional help or have trouble e-filing, visit <http://www.illinoiscourts.gov/faq/gethelp.asp> or talk with your local circuit clerk's office. If you cannot e-file, you may be able to get an exemption that allows you to file in-person or by mail. Ask your circuit clerk for more information or visit [www.illinoislegalaid.org](http://www.illinoislegalaid.org).

If you are unable to pay your court fees, you can apply for a fee waiver. For information about defending yourself in a court case (including filing an appearance or fee waiver), or to apply for free legal help, go to [www.illinoislegalaid.org](http://www.illinoislegalaid.org). You can also ask your local circuit clerk's office for a fee waiver application.

Please call or email the appropriate clerk's office location (on Page 3 of this summons) to get your court hearing date AND for information whether your hearing will be held by video conference or by telephone. The Clerk's office is open Mon - Fri, 8:30 am - 4:30 pm, except for court holidays.

**NOTE: Your appearance date is NOT a court date. It is the date that you have to file your completed appearance by. You may file your appearance form by e-filing unless you are exempted.**

A court date will be set in the future and you will be notified by email (either to the email address that you used to register for e-filing, or that you provided to the clerk's office).

**CONTACT THE CLERK'S OFFICE for information regarding COURT DATES by visiting our website: [cookcountyclerkofcourt.org](http://cookcountyclerkofcourt.org); download our mobile app from the AppStore or Google play, or contact the appropriate clerk's office location listed on Page 3.**

To the officer: (Sheriff Service)

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so endorsed. This summons may not be served later than thirty (30) days after its date.

☒ Atty. No.: 62709  
☐ Pro Se 99500

Name: Chicago Consumer Law Center, P.C.

Atty. for (if applicable):

Plaintiff

Address: 33 N. Dearborn St., Suite 400

City: Chicago

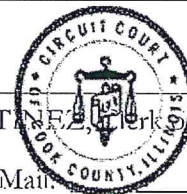
State: IL Zip: 60602

Telephone: 312-858-3239

Primary Email: Bryan.Thompson@cclc-law.com

5/7/2021 11:59 AM IRIS Y. MARTINEZ

Witness date \_\_\_\_\_



IRIS Y. MARTINEZ, Clerk of Court

☐ Service by Certified Mail \_\_\_\_\_

☐ Date of Service: \_\_\_\_\_  
 (To be inserted by officer on copy left with employer or other person)

Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois  
[cookcountyclerkofcourt.org](http://cookcountyclerkofcourt.org)

**GET YOUR COURT DATE BY CALLING IN OR BY EMAIL**

**CALL OR SEND AN EMAIL MESSAGE** to the telephone number or court date email address below for the appropriate division, district or department to request your next court date. Email your case number, or, if you do not have your case number, email the Plaintiff or Defendant's name for civil case types, or the Defendant's name and birthdate for a criminal case.

**CHANCERY DIVISION**

**Court date EMAIL:** ChanCourtDate@cookcountycourt.com  
**Gen. Info:** (312) 603-5133

**CIVIL DIVISION**

**Court date EMAIL:** CivCourtDate@cookcountycourt.com  
**Gen. Info:** (312) 603-5116

**COUNTY DIVISION**

**Court date EMAIL:** CntyCourtDate@cookcountycourt.com  
**Gen. Info:** (312) 603-5710

**DOMESTIC RELATIONS/CHILD SUPPORT  
DIVISION**

**Court date EMAIL:** DRCourtDate@cookcountycourt.com  
OR  
ChildSupCourtDate@cookcountycourt.com  
**Gen. Info:** (312) 603-6300

**DOMESTIC VIOLENCE**

**Court date EMAIL:** DVCourtDate@cookcountycourt.com  
**Gen. Info:** (312) 325-9500

**LAW DIVISION**

**Court date EMAIL:** LawCourtDate@cookcountycourt.com  
**Gen. Info:** (312) 603-5426

**PROBATE DIVISION**

**Court date EMAIL:** ProbCourtDate@cookcountycourt.com  
**Gen. Info:** (312) 603-6441

**ALL SUBURBAN CASE TYPES**

**DISTRICT 2 - SKOKIE**

**Court date EMAIL:** D2CourtDate@cookcountycourt.com  
**Gen. Info:** (847) 470-7250

**DISTRICT 3 - ROLLING MEADOWS**

**Court date EMAIL:** D3CourtDate@cookcountycourt.com  
**Gen. Info:** (847) 818-3000

**DISTRICT 4 - MAYWOOD**

**Court date EMAIL:** D4CourtDate@cookcountycourt.com  
**Gen. Info:** (708) 865-6040

**DISTRICT 5 - BRIDGEVIEW**

**Court date EMAIL:** D5CourtDate@cookcountycourt.com  
**Gen. Info:** (708) 974-6500

**DISTRICT 6 - MARKHAM**

**Court date EMAIL:** D6CourtDate@cookcountycourt.com  
**Gen. Info:** (708) 232-4551



Return Date: No return date scheduled  
Hearing Date: 9/2/2021 9:30 AM - 9:30 AM  
Courtroom Number: 2408  
Location: District 1 Court  
Cook County, IL

12-Person Jury

FILED  
5/5/2021 10:11 AM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2021CH02185

13205826

(12/01/20) CCCH 0623

Chancery Division Civil Cover Sheet  
General Chancery Section

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

Patricia Montgomery, on behalf of herself and a class  
\_\_\_\_\_  
Plaintiff  
v.  
Everest Receivable Services, Inc. and DNF Associates LLC  
\_\_\_\_\_  
Defendant

Case No: \_\_\_\_\_

CHANCERY DIVISION CIVIL COVER SHEET  
GENERAL CHANCERY SECTION

A Chancery Division Civil Cover Sheet - General Chancery Section shall be filed with the initial complaint in all actions filed in the General Chancery Section of Chancery Division. The information contained herein is for administrative purposes only. Please check the box in front of the appropriate category which best characterizes your action being filed.

Only one (1) case type may be checked with this cover sheet.

- |  |   |
|--|---|
| 0005 <input type="checkbox"/> Administrative Review      | 0017 <input type="checkbox"/> Mandamus  |
| 0001 <input checked="" type="checkbox"/> Class Action    | 0018 <input type="checkbox"/> Ne Exeat  |
| 0002 <input type="checkbox"/> Declaratory Judgment       | 0019 <input type="checkbox"/> Partition                                       |
| 0004 <input type="checkbox"/> Injunction                 | 0020 <input type="checkbox"/> Quiet Title                                     |
| 0007 <input type="checkbox"/> General Chancery           | 0021 <input type="checkbox"/> Quo Warranto                                    |
| 0010 <input type="checkbox"/> Accounting                 | 0022 <input type="checkbox"/> Redemption Rights                               |
| 0011 <input type="checkbox"/> Arbitration                | 0023 <input type="checkbox"/> Reformation of a Contract                       |
| 0012 <input type="checkbox"/> Certiorari                 | 0024 <input type="checkbox"/> Rescission of a Contract                        |
| 0013 <input type="checkbox"/> Dissolution of Corporation | 0025 <input type="checkbox"/> Specific Performance                            |
| 0014 <input type="checkbox"/> Dissolution of Partnership | 0026 <input type="checkbox"/> Trust Construction                              |
| 0015 <input type="checkbox"/> Equitable Lien             | 0050 <input type="checkbox"/> Internet Take Down Action (Compromising Images) |
| 0016 <input type="checkbox"/> Interpleader               | <input type="checkbox"/> Other (specify) _____                                |

☒ Atty. No.: 62709 ☐ Pro Se 99500

Atty Name: Bryan Thompson- Chicago Consumer Law Center, PC

Atty. for: Plaintiff

Address: 33 N. Dearborn St., Suite 400

City: Chicago State: IL

Zip: 60602

Telephone: 312-858-3239

Primary Email: Bryan.Thompson@cclc-law.com

Pro Se Only: ☐ I have read and agree to the terms of the Clerk's Clerk's Office Electronic Notice Policy and choose to opt in to electronic notice from the Clerk's office for this case at this email address:

Email: statedocket@cclc-law.com

Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois  
cookcountyclerkofcourt.org

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

PATRICIA MONTGOMERY,  
individually and on behalf of all others  
similarly situated,

*Plaintiff,*

v.

EVEREST RECEIVABLE SERVICES,  
INC. and DNF ASSOCIATES LLC,

*Defendants.*

Case No. 2021CH02185

CLASS ACTION

JURY TRIAL DEMANDED

**CLASS ACTION COMPLAINT**

Plaintiff Patricia Montgomery, individually and on behalf of all others similarly situated, brings this action under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (“FDCPA”), and the Illinois Collection Agency Act, 225 ILCS 425/1 *et seq.* (“ICAA”), for a finding that Defendants Everest Receivable Services, Inc. and DNF Associates LLC’s actions violated the FDCPA and the ICAA, and to recover damages for Defendants’ violations thereof, and alleges:

**NATURE OF THE CASE**

1. The FDCPA is a broad, remedial statute that prohibits unfair or unconscionable collection methods, conduct which harasses or abuses any debtor, and the use of any false or deceptive statements in connection with debt collection attempts.

2. In enacting the FDCPA, Congress found that: “[t]here is abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. Abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.” 15 U.S.C. §1692(a).

3. Moreover, Congress has explicitly described the FDCPA as regulating “abusive practices” in debt collection. 15 U.S.C. §§ 1692(a) – 1692(e). Any person who receives a debt collection letter containing a violation of the FDCPA is a victim of abusive practices. *See* 15 U.S.C. §§ 1692(e) (“It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses”).

4. To this end, the FDCPA encourages consumers to act as “private attorneys general” to enforce the public policies and protect the civil rights expressed therein. *Crabill v. Trans Union, LLC*, 259 F.3d 662, 666 (7th Cir. 2001).

5. Because of this, courts have held that “the FDCPA’s legislative intent emphasizes the need to construe the statute broadly, so that we may protect consumers against debt collectors’ harassing conduct” and that “[t]his intent cannot be underestimated.” *Ramirez v. Apex Financial Management LLC*, 567 F. Supp. 2d 1035, 1042 (N.D. Ill. 2008).

6. Plaintiff seeks to enforce those policies and civil rights which are expressed through the FDCPA, 15 U.S.C. § 1692 *et seq.*

7. “An action to enforce any liability created by [the FDCPA] may be brought in any appropriate United States district court without regard to the amount in controversy, **or in any other court of competent jurisdiction**, within one year from the date on which the violation occurs.” 15 U.S.C. § 1692k(d). Emphasis added.

8. The ICAA reflects a determination by the state legislature that, “The practice as a collection agency by any entity in the State of Illinois is hereby declared to affect the public health, safety and welfare and to be subject to regulation and control in the public interest. It is



further declared to be a matter of public interest and concern that the collection agency profession merit and receive the confidence of the public and that only qualified entities be permitted to practice as a collection agency in the State of Illinois. This Act shall be liberally construed to carry out these objects and purposes. . . . It is further declared to be the public policy of this State to protect consumers against debt collection abuse.” 225 ILCS 425/1a.

9. A private right of action exists for violations of the ICAA. *Sherman v. Field Clinic*, 74 Ill. App. 3d 21, 392 N.E.2d 154 (1st Dist. 1979).

### **JURISDICTION AND VENUE**

10. Jurisdiction over Defendants is proper under 735 ILCS 5/2-209(a)(1) (transaction of any business within this State), section 2-209(b)(4) (corporation doing business within this State), and section 2-209(c) (any other basis now or hereafter permitted by the Illinois Constitution and the Constitution of the United States).

11. Venue is proper in this County pursuant to 735 ILCS 5/2-101, because this is the county in which the transactions and occurrences at issue, or some part thereof, occurred.

12. Pursuant to General Order No. 1.2 of the Circuit Court of Cook County, this action is properly before the Chancery Division of the County Department because it is a putative Class Action.

### **PARTIES**

13. Plaintiff Patricia Montgomery was a resident and citizen of the State of Illinois during all times relevant to this complaint.

14. Defendant Everest Receivable Services, Inc. (“Everest”) is a Delaware corporation with its principal place of business located in Getzville, New York.

15. Defendant Everest acts as a debt collector as defined by § 1692a(6) of the



FDCPA because it uses the instrumentalities of interstate commerce including the telephone and/or the mails in its business, the principal purpose of which is the collection of defaulted consumer debts.

16. Defendant Everest also acts as a debt collector as defined by § 1692a(6) of the FDCPA as it regularly attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

17. Defendant DNF Associates LLC (“DNF”) is a limited liability company based in Delaware and is a debt collector with its principal place of business located in Getzville, New York.

18. Defendant DNF acts as a debt collector as defined by § 1692a(6) of the FDCPA because it uses the instrumentalities of interstate commerce including the telephone and/or the mails in its business, the principal purpose of which is the collection of defaulted consumer debts.

19. Defendant DNF buys allegedly defaulted consumer debts from original creditors and then attempts to collect the whole balance from consumers using third parties, such as Defendant Everest.

### **FACTUAL ALLEGATIONS**

20. According to Defendants, Plaintiff incurred a debt for goods and/or services used for personal, family or household purposes (“Alleged Debt”).

21. The alleged debt is thus a “debt” as that term is defined by § 1692a(5) of the FDCPA.

22. The alleged debt was for a consumer credit card, issued by Celtic Bank, a Utah-Chartered Industrial Bank, serviced by Genesis FS Card Services, Inc.

23. Defendants alleged that Plaintiff failed to make full payment and the debt entered default and was charged off by the original creditor.

24. Defendant DNF subsequently purchased the alleged debt at some time after it had entered default.

25. Defendant Everest was subsequently hired or retained to attempt to collect the alleged debt from Plaintiff by DNF.

26. Defendants began attempting to collect the alleged debt from Plaintiff and sent Plaintiff a collection e-mail on or about April 2, 2021. (Exhibit A, April 2, 2021 Email).

27. The Email conveyed information regarding the alleged debt, including an account number and balance due on the alleged debt.

28. The Email was thus a “communication” as that term is defined at § 1692a(2) of the FDCPA.

29. The Email stated in relevant part:

**We just wanted to take a minute to introduce ourselves, we are Everest Receivable Services. We are a collection company located in Getzville, New York. We are currently collecting on your Indigo MasterCard / Celtic Bank account for DNF Associates LLC because it is past due.**

(Exhibit A, April 2, 2021 Email)

30. The Email went on further to state in relevant part:

**Current Creditor: DNF Associates LLC  
Original Creditor: Indigo MasterCard / Celtic Bank  
File Number: 52722811  
Original Account Number: 5100040013599265  
Account Balance: 603.43**

(Exhibit A, April 2, 2021 Email)

31. The Email’s claim that “We are currently collecting on your Indigo MasterCard / Celtic Bank account for DNF Associates LLC” was confusing for the unsophisticated consumer

since it falsely implied that the alleged debt was still being collected on behalf of the original creditor.

32. The Email's claim that the original creditor was "Indigo MasterCard / Celtic Bank" was also false since there is no entity by that name.

33. The Email's subject line stated, "Indigo MasterCard / Celtic Bank / DNF Associates," which was also false since there is no entity by that name.

34. On April 7, 2021, Defendant Everest sent another Email to Plaintiff attempting to collect on the alleged debt. (Exhibit B, April 7, 2021 Email).

35. The Email stated in relevant part:

**Current Creditor: DNF Associates LLC**  
**Original Creditor: Indigo MasterCard**  
**File Number: 52722811**  
**Original Account Number: 5100040013599265**  
**Account Balance: 603.43**

36. The claim that the "Original Creditor" was "Indigo MasterCard" was false and confusing since there is no legal entity by that name. Rather, it appears as if it may be a description of a card but was never the creditor to whom the debt had been owed.

37. Further, the e-mails give the impression that there could be multiple accounts allegedly due and owing since they refer to different "Original Creditor" fields.

38. 15 U.S.C. § 1692f of the FDCPA provides in relevant part:

**Unfair practices**

**A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt.**

39. Defendants violated § 1692f by sending Plaintiff collection correspondence that falsely named the original creditor of the debt.

40. 15 U.S.C. § 1692c of the FDCPA provides in relevant part:

**False or misleading representations**

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section: . . .

**(2) The false representation of—**

**(A) the character, amount, or legal status of any debt; or**

**(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer. . . .**

41. Defendants violated 15 U.S.C. §§ 1692e, 1692e(2)(A) and 1692e(10) by providing a false and confusing name of the original creditor.

42. Defendant DNF authorized, directed, and ratified every action taken by Defendant Everest on DNF's behalf, and is therefore liable for the acts and omissions of Everest, committed in connection with efforts to collect the alleged debt from Plaintiff. *See Fox v. Citicorp Credit Services, Inc.*, 15 F.3d 1507 (9th Cir. 1994); *Pollice v. National Tax Funding, L.P.*, 225 F.3d 379 (3rd Cir. 2000).

43. A debt collector bears the burden of monitoring the activities of those it enlists to collect debts on its behalf. *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317 (7th Cir. 2016).

44. Defendant's collection communications are to be interpreted under the "unsophisticated consumer" standard. *Gammon v. GC Services, Ltd. Partnership*, 27 F.3d 1254, 1257 (7th Cir. 1994).

**COUNT I**  
**FAIR DEBT COLLECTION PRACTICES ACT**

45. Plaintiff re-alleges the preceding paragraphs as is set forth fully in this Count.



46. Defendants violated § 1692f by sending Plaintiff a collection e-mail that falsely named the original creditor of the debt.

47. Defendants violated 15 U.S.C. §§ 1692e, 1692e(2)(A) and 1692e(10) by providing a false and confusing name of the original creditor.

**COUNT II**  
**ILLINOIS COLLECTION AGENCY ACT**

48. Plaintiff re-alleges the above paragraphs as if set forth fully in this Count.

49. Defendants provided a false and confusing name of the original creditor, in violation of 225 ILCS 425/9(a)(29) and (35) of the Illinois Collection Agency Act.

**CLASS ALLEGATIONS**

50. Plaintiff brings these claims on behalf of the following classes:

**COUNT I – FDCPA Class:**

The FDCPA class consists of: (a) all individuals with Illinois addresses; (b) who were sent an initial collection e-mail, by or on behalf of Everest Receivable Services, Inc.; (c) to collect a consumer debt on behalf of DNF Associates LLC; (d) that was sent on or after a date one year prior to the filing of this action under the FDCPA; (e) that failed to accurately state the name of the original creditor and for whom collection efforts were being made; and (f) that was not returned as undeliverable by any e-mail or internet provider.

**COUNT I – FDCPA Subclass:**

The FDCPA subclass consists of: (a) all individuals with Illinois addresses; (b) who were sent a follow-up collection e-mail after the initial collection e-mail contact, by or on behalf of Everest Receivable Services, Inc., which referred to a different creditor name than used in the initial collection e-mail and stated a false and confusing name of the

original creditor; (c) to collect a consumer debt on behalf of DNF Associates LLC; (d) that was sent on or after a date one year prior to the filing of this action under the FDCPA; and (e) that was not returned as undeliverable by any e-mail or internet provider.

**COUNT II - ICAA Class:**

The ICAA class consists of: (a) all individuals with Illinois addresses; (b) who were sent an initial e-mail, by or on behalf of Everest Receivable Services, Inc.; (c) to collect a consumer debt on behalf of DNF Associates, LLC; (d) that was sent on or after a date five years prior to the filing of this action under the ICAA; (e) that failed to accurately state the name of the original creditor and the entity to whom money was owed; and (f) that was not returned as undeliverable by any e-mail or internet provider.

51. Plaintiff may alter the class definitions to conform to developments in the case and discovery.

52. The proposed classes meet all requirements under 735 ILCS 5/2-801.

53. **Numerosity:** Upon information and belief, the classes are so numerous that joinder of all individual plaintiffs would be impracticable. The exact number of class members is presently unknown and can only be ascertained through discovery because that information is exclusively in the possession of the Defendants. However, it is reasonable to infer that more than 40 Illinois consumers received initial collection e-mails and also, a follow-up e-mail (materially identical to Exhibit A and Exhibit B hereto) given that it is a form e-mail. Class members can be easily identified through Defendants' records or by other means and may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. mail, electronic mail, Internet postings, and/or published notice.

54. **Commonality and Predominance:** This action involves common questions of

law and fact, which predominate over any questions affecting individual class members, including, without limitation: (a) whether Defendants' e-mails provide a false creditor name; and (b) whether such communications violate the FDCPA and ICAA.

55. **Adequacy of Representation:** Plaintiff is an adequate class representative of because her interests do not conflict with the interests of the class members she seeks to represent and she intends to prosecute this action vigorously. Plaintiff has retained counsel competent and experienced in class action litigation. The class members' interests will be fairly and adequately protected by Plaintiff and her counsel and Plaintiff's claim is typical of the claims of the class members.

56. **Superiority:** A class action in this case would be superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiff and the class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendants, so it would be impracticable for class members to individually seek redress for Defendants' wrongful conduct. Individualized litigation creates a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and the judicial system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

#### **REQUEST FOR RELIEF**

WHEREFORE, Plaintiff asks for an award in her favor and against the Defendants as follows:

- A. Certification of the proposed classes;
- B. Designation of Plaintiff as representative of the proposed classes and designation of Plaintiff's counsel as Class counsel;
- C. Actual damages pursuant to 15 U.S.C. § 1692(a)(1);
- D. Statutory damages pursuant to 15 U.S.C. § 1692(a)(2);
- E. Attorney's fees, litigation expenses and costs of suit pursuant to 15 U.S.C. § 1692k(a)(3);
- F. Compensatory damages, punitive damages and attorney's fees and costs of this action as allowed under the Illinois Collection Agency Act; and
- G. Such other or further relief as the court deems proper.

Respectfully Submitted,

By: /s/ Bryan Paul Thompson  
One of Plaintiff's Attorneys

Bryan Paul Thompson  
Robert W. Harrer  
CHICAGO CONSUMER LAW CENTER, P.C.  
Cook County Firm No. 62709  
33 N. Dearborn St., Suite 400  
Chicago, Illinois 60602  
Tel. 312-858-3239  
Fax 312-610-5646  
bryan.thompson@cclc-law.com  
rob.harrer@cclc-law.com

Stacy M. Bardo  
Bardo Law, P.C. (Cook County Firm No. 59596)  
22 West Washington Street, Suite 1500  
Chicago, Illinois 60602  
Tel: (312) 219-6980  
Fax: (312) 219-6981  
stacy@bardolawpc.com



**DOCUMENT PRESERVATION DEMAND**

Plaintiff hereby demands that defendants take affirmative steps to preserve all recordings, data, documents, and all other tangible things that relate to plaintiff, the events described herein, any third party associated with any telephone call, campaign, account, sale or file associated with plaintiff, and any account or number or symbol relating to them. These materials are likely very relevant to the litigation of this claim. If defendants are aware of any third party that has possession, custody, or control of any such materials, plaintiff demands that defendants request that such third party also take steps to preserve the materials. This demand shall not narrow the scope of any independent document preservation duties of the defendants.

By: /s/ Bryan Paul Thompson  
One of Plaintiff's Attorneys

**NOTICE OF LIEN AND ASSIGNMENT**

Please be advised that we claim a lien upon any recovery herein for 1/3 or such amount as a court awards. All rights relating to attorney's fees have been assigned to counsel.

By: /s/ Bryan Paul Thompson  
One of Plaintiff's Attorneys

Bryan Paul Thompson  
Robert W. Harrer  
CHICAGO CONSUMER LAW CENTER, P.C.  
COOK COUNTY ATTORNEY ID. 62709  
33 N. Dearborn St., Suite 400  
Chicago, Illinois 60602  
Tel. 312-858-3239  
Fax 312-610-5646  
bryan.thompson@cclc-law.com  
rob.harrer@cclc-law.com

Stacy M. Bardo  
Bardo Law, P.C. (Cook County Firm No. 59596)  
22 West Washington Street, Suite 1500  
Chicago, Illinois 60602  
Tel: (312) 219-6980  
Fax: (312) 219-6981  
stacy@bardolawpc.com

Return Date: No return date scheduled  
Hearing Date: 9/2/2021 9:30 AM - 9:30 AM  
Courtroom Number: 2408  
Location: District 1 Court  
Cook County, IL

FILED  
5/5/2021 10:11 AM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2021CH02185

13205826

# EXHIBIT A

From: [admin@everest-inc.com](mailto:admin@everest-inc.com) <[admin@everest-inc.com](mailto:admin@everest-inc.com)>

Sent: Friday, April 2, 2021 2:56 PM

To: [REDACTED]

Subject: Patricia, save money by settling your Indigo MasterCard / Celtic Bank / DNF Associates account online!



Hello Patricia Montgomery

Hope all is well!

We just wanted to take a minute to introduce ourselves, we are Everest Receivable Services. We are a collection company located in Getzville, New York. We are currently collecting on your Indigo MasterCard / Celtic Bank account for DNF Associates LLC because it is past due.

Don't worry though, we can help you fix that!

Here at Everest, we know that your time is important to you so we figured we could help by allowing you to negotiate your own payment arrangement through our new online portal on your own time without even having to speak with an agent. Go ahead and check it out at:

<https://paynow.everest-inc.com>

If you need any help or would prefer to speak with a live rep you can always call us at 1-888-832-4090.

Your Reference Number is:

[REDACTED]

We look forward to working with you!

- **Team Everest**

**Please be advised that Everest Receivable Services is a debt collector and this is an attempt to collect a debt. Any information obtained will be used for that purpose.**

Everest Receivable Services

2351 N. Forest Road Suite 100

Getzville, NY 14068

1-888-832-4090

Current Creditor: DNF Associates LLC

Original Creditor: Indigo MasterCard / Celtic Bank

File Number: [REDACTED]

Original Account Number: [REDACTED]

Account Balance: 603.43

Dear Patricia Montgomery,

DNF Associates LLC has purchased your account that had originated with Indigo MasterCard / Celtic Bank. DNF Associates LLC has placed your account with our office for collection. The entire balance of \$ 603.43 is due and owing. Please remit payment, contact us if you already have paid or want to discuss other payment options.

You may contact this office toll free at **1-888-832-4090** from 9:00AM to 9:00PM EST, Monday through Thursday, or 9:00AM to 5:00PM EST Friday.

For any problems related to the handling of this account you may contact our compliance department at **1-855-221-2576** or visit our website at [www.everest-inc.com](http://www.everest-inc.com).

**This is a communication from a debt collector. This letter is an attempt to collect a debt and any information obtained will be used for that purpose.**

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

**ARIZONA:** Everest Receivable Services, is a collection agency.

**CALIFORNIA:** The state Rosenthal fair debt collection practices act and the federal fair debt collection practices act require that, except under unusual circumstances, collectors may not contact you before 8 am or after 9 pm. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the federal trade commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

"Nonprofit credit counseling services may be available in the area."

You may request records showing the following: (1) that DNF Associates LLC has the right to seek collection of the debt; (2) the debt balance, including an explanation of any interest charges and additional fees; (3) the date of default or the date of the last payment; (4) the name of the charge-off creditor and the account number associated with the debt; (5) the name and last known address of the debtor as it appeared in the charge-off creditor's or debt buyer's records prior to the sale of the debt, as appropriate; and (6) the names of all persons or entities that have purchased the debt. You may also request from us a copy of the contract or other document evidencing your agreement to the debt. A request for these records may be addressed to: DNF Associates LLC 352 Sonwil Drive



Cheektowaga, NY 14225

**COLORADO:** If you notify our agency in writing to cease contacting you by telephone at your residence or place of employment, no further contact will be made. If you refuse to pay the debt or you want our agency to cease further communication and you notify us in writing, we will not communicate further with you except to advise you in writing: (A) we may invoke specified remedies that we ordinarily invoke; Or (B) we intend to invoke a specified remedy permitted by law; Or (C) our efforts are being terminated. A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any action authorized by law to collect the debt. FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.COAG.GOV/CAR](http://WWW.COAG.GOV/CAR). OUR COLORADO OFFICE ADDRESS IS Associated Collection Agencies - 27 NORTH WILLERUP SUITE B, MONTROSE, CO 81401 - 970-249-7514

**CONNECTICUT:** The law limits how long you can be sued on a debt. Because of the age of your debt, DNF Associates LLC will not sue you for it. If you do not pay the debt, DNF Associates LLC may report or continue to report it to the credit reporting agencies as unpaid.

**IDAHO:** The name of the designated responsible person who can assist you is Matt Murray. You may contact this person by calling 1-888-397-2894 or by writing to 2351 N. Forest Rd. Suite 100, Getzville NY 14068-9902.

**MAINE:** A representative of Everest Receivable Services, is available to assist you during the hours of 8 AM and 5 PM EST, Monday-Friday, by calling 1-888-397-2894. You may also write to or appear in person at 2351 N. Forest Rd. Suite 100, Getzville NY 14068-9902.

**MASSACHUSETTS: NOTICE OF IMPORTANT RIGHTS**

You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the debt collector.

Local address - 155 Federal Street Suite 700, Boston, MA 02110

**MINNESOTA:** This collection agency is licensed by the Minnesota Department of Commerce.

"If you feel that your concerns have not been addressed, please contact us at 1-888-397-2894 and allow us the opportunity to try and address your concerns. Or, you have the option to address any concerns with the Minnesota Attorney General's Office which can be reached at 651-296-3353 or 1-800-657-3787."

If you feel that your concerns have not been addressed, please contact Everest Receivable Services and allow us the opportunity to try and address your concerns.

Or, you have the option to address any concerns with the Minnesota Attorney General's Office, which can be reached at 651-296-3353 or 1-800-657-3787.

**NEW YORK :** Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. 1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to: a) the use or threat of violence; b) the use of obscene or profane language; and c) repeated phone calls made with the intent to annoy, abuse, or harass. If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt: 1. Supplemental security income, (SSI); 2. Social security; 3. Public assistance (welfare); 4. Spousal support, maintenance (alimony) or child support; 5. Unemployment benefits; 6. Disability benefits; 7. Workers' compensation benefits; 8. Public or private pensions; 9. Veterans' benefits; 10. Federal student loans, federal student grants, and federal work study funds; and 11. Ninety percent of your wages or salary earned in the last sixty days. New York City Department of Consumer Affairs License Number 1333544.

**NEW MEXICO:** We are required by New Mexico Attorney General Rule to notify you of the following information. This information is not legal advice. The debt may be too old for you to be sued on it in court. If it is too old, you can't be required to pay it through a lawsuit. You can renew the debt and start the time for the filing of a lawsuit against you to collect the debt if you do any of the following: make any payment of the debt; sign a paper in which you admit that you owe the debt or in which you make a new promise to pay; sign a paper in which you give up ("waive") your right to stop the debt collector from suing you in court to collect the debt.

**NORTH CAROLINA:** North Carolina Department of Insurance Permit Number 104671.

**WEST VIRGINIA:** The activities of collection agencies in West Virginia are regulated by the Attorney General's Consumer Protection Division, 812 Quarrier St., Charleston, WV 25301. Federal law prohibits agencies from contacting you about your debt if you send a letter requesting that all contacts stop.

FILED DATE: 5/5/2021 10:11 AM 2021CH02185

# EXHIBIT B

**From:** admin@everest-inc.com <admin@everest-inc.com>

**Sent:** Wednesday, April 7, 2021 1:38 PM

**To:** [REDACTED]

**Subject:** Patricia, check out our online portal to resolve your Indigo MasterCard / DNF Associates account!

**This is an important message for Patricia Montgomery. If you are not this person, please disregard and delete this email.**



Patricia Montgomery,

We wanted to follow up on our last email about your account placed with Everest Receivable Services.

**Current Creditor:** DNF Associates LLC

**Original Creditor:** Indigo MasterCard

**File Number:** [REDACTED]

**Original Account Number:** [REDACTED]

**Account Balance:** 603.43

If you have not already, go take a look at our payment portal where you can negotiate an arrangement that works for you:

<https://paynow.everest-inc.com>

If you would like to learn more about Everest Receivable Services, please check out our website below at:

<https://everest-inc.com>

As always, if you would rather speak with a live rep you may contact us at 1-888-832-4090 or just reply to this email.

Please be aware that any agreement that you may accept does not affect your ability to exercise any of the rights outlined in our initial email. We are also not under any obligation to renew any offer.

We look forward to working with you!

- *Team Everest*

Please be advised that Everest is a debt collector and this is an attempt to collect a debt. Any information obtained will be used for that purpose.



[Unsubscribe](#)